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Dated: January 16, 2025

United States District Court
District of South Carolina
Charleston Division

CASE #: 9:25-cv-00488-BHH-MHC

Lisa King, Plaintiff

v.

Discover National Bank, Defendant

Complaint for Breach of Contract

1. Lisa King is a resident of Beaufort County in the State of South Carolina.
2. Discover National Bank is a business entity authorized to conduct business in Beaufort County, South Carolina, and is incorporated or headquartered in a state other than South Carolina, establishing diversity jurisdiction under 28 U.S.C. § 1332.
3. This action arises from a breach of contract. The amount in controversy exceeds \$75,000, and this claim is filed in the United States District Court for the District of South Carolina, Beaufort Division, which has proper jurisdiction and venue pursuant to 28 U.S.C. § 1391(b) and § 1332.
4. On or about August 3, 2024, Plaintiff Lisa King entered into a consumer credit transaction involving a financing agreement with Defendant Discover National Bank for the cash-equivalent of \$100,000. A copy of the agreement is attached as Exhibit D-1.
5. Plaintiff tendered a payment to Defendant under Accord and Satisfaction as performance on the contract on September 17, 2024. Evidence of this tender is attached as Exhibit D-2.
6. Plaintiff subsequently sent a Notice of Opportunity to Cure with the tendered payment to Defendant on October 3, 2024, in accordance with the contract terms. A copy is attached as Exhibit D-3.
7. On October 15, 2024, Plaintiff sent a Notice of Default Judgment with the tendered payment

under Accord and Satisfaction. A copy of this notice is attached as Exhibit D-4.

8. Defendant refused to fulfill its contractual obligations to Plaintiff, including honoring the Accord and Satisfaction. Evidence of this refusal is attached as Exhibit D-1.

9. By failing to perform as agreed, Defendant has breached the contract.

10. Plaintiff has suffered financial harm due to Defendant's failure to honor the terms of the agreement.

11. Defendant has also failed to return the negotiable instrument submitted by Plaintiff.

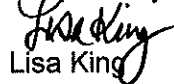
12. Defendant's actions violate both the South Carolina Commercial Code and applicable federal laws governing contractual obligations and negotiable instruments.

13. Plaintiff seeks enforcement of the agreement and restitution for the damages incurred as a result of Defendant's breach.

WHEREFORE, Plaintiff requests that this Court grant the following relief:

1. Specific performance of the contract or, alternatively, restitution in the amount of \$100,000.
2. That Defendant be held responsible for all costs associated with this action.
3. Any additional relief that the Court deems fair and equitable.

Respectfully submitted,



Lisa King

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